

# ASSIGNMENT

# COPY

WHEREAS, the undersigned,

(1) Dietrich W. GRABIS, (2) Mary Anne KAEHLER,

(3) Kenneth <sup>B.</sup>MELLBERG,

(hereinafter termed "Inventors"), residents of

(1) San Rafael, (2) Lodi,

(3) Stateline,

respectively, Counties of

(1) Marin, (2) San Joaquin,

(3) Douglas, (4) \_\_\_\_\_,

respectively, States of

(1) California, (2) California,

(3) Nevada,

respectively, have invented certain new and useful improvements in

METHOD AND DEVICE TO PROTECT SYRINGES AND SIMILAR MEDICAL INSTRUMENTS

(Accompanying application)

☐ and have executed concurrently herewith an application for a United States patent disclosing and identifying the invention;

(Not accompanying application)

☒ for which an application for a United States Patent was filed on 27 November 2001,  
having Application Number 09/995,960.

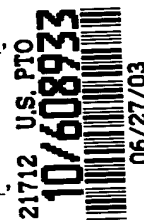
and

WHEREAS,

ITG - INTERNATIONAL TECHNOLOGY GROUP, LLC, a limited liability company of the State of California having a place of business at 58 Oakdale Avenue, San Rafael, California 94901 (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

I. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial



Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

[continued on next page]

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said

Assignee this

(1) 9th day of February, 2002,  
(2) 17th day of February, 2002,  
(3) 18th day of February, 2002,

respectively.

Signature of Inventor (1):

Dietrich W. Grabis

Dietrich W. GRABIS

County of Marin  
State of California } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public of the State of \_\_\_\_\_, personally appeared (1) \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature \_\_\_\_\_

*L.S.*

.....

Signature of Inventor (2):

Mary Anne Kaeher

Mary Anne KAEHLER

County of San Joaquin  
State of California } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public of the State of \_\_\_\_\_, personally appeared (2) \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature \_\_\_\_\_

*L.S.*

Signature of Inventor (3): Kenneth B Mellberg  
Kenneth MELLBERG

County of Douglas }  
State of Nevada } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me,  
\_\_\_\_\_, a Notary Public of the State of \_\_\_\_\_  
\_\_\_\_\_, personally appeared (3) \_\_\_\_\_, personally known  
to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is  
subscribed to the within instrument, and acknowledged that he/she executed the same in his/her  
authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon  
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature \_\_\_\_\_

*L.S.*